



**Notice - Request for Qualifications  
for  
Consulting Services for  
Juanita Beach Park Bathhouse Replacement Project  
Job Number 39-15-PK  
The City of Kirkland Washington  
May 5, 2015**

The City of Kirkland, Washington invites Consultants (hereinafter referred to as the "Offeror") to submit their Statement of Qualifications ("SOQ") to provide architectural design and engineering services for replacement of the Juanita Beach Park Bathhouse.

**Dates/Times:**

All Statements of Qualifications must be received **no later than June 1 at 4:00 pm Pacific Time.**

Qualifications titled "**Consulting Services for City of Kirkland – Juanita Beach Bathhouse**" may be submitted as an email attachment in PDF or MS Word format to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Note that a faxed SOQ or a SOQ submitted as Zip files will not be accepted.

OR

One (1) unbound double sided original and one (1) CD in PDF or MS Word format of the SOQ must be mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent-39-15-PK  
123 5th Ave  
Kirkland, WA 98033

The City is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a Statement of Qualifications are encouraged to provide contact information to Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov). Providing contact information will allow the City to provide notification if an addendum to the RFQ is issued or the RFQ is cancelled. Those who choose not to provide contact information are solely responsible for checking the City's website for any issued addenda or a notice of cancellation.

The City of Kirkland (hereinafter referred to as the "City" or the "Owner") reserves the right to reject any or all submittals, or to withhold the selection of firms for any reason it may determine, or to waive or decline irregularities in any submittal.

Interpretation or corrections of the RFQ documents will be made only by written addendum, which will be mailed or delivered via e-mail to each offeror on record. The City is not responsible for any other explanations or interpretations of the RFQ and/or RFQ documents.

**Contact:**

For additional information about this RFQ or any other aspect of the selection process or the project in general, please contact via email:

Name: Michael Cogle, Deputy Director, Department of Parks & Community Services

E-Mail: [\*\*mcogle@kirklandwa.gov\*\*](mailto:mcogle@kirklandwa.gov)

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between Offeror's or any of their individual members and any City elected official or employee other than those named above. Failure to comply with this provision may result in the offeror's SOQ being removed from consideration.

**Offeror's shall submit written questions by no later than May 18 at 4:00 pm.**

Any cost incurred by the Offeror in Preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, shall be borne solely by the Offeror.

## Proposed Timeline

<u>Task</u>		<u>Date</u>
RFQ issued		5/05/15
Questions submitted by	4:00 pm	5/18/15
Responses provided by	4:00 pm	5/21/15
<b>SOQ's due by</b>	<b>4:00 pm</b>	<b>6/01/15</b>
Shortlist by	4:00 pm	6/15/15
Interviews (tentative)		6/26/15
Contract Awarded/Executed		August 2015

### PROJECT OVERVIEW:

#### A. Scope of Project:

The Park. Juanita Beach Park is a 30-acre community park on the shores of Lake Washington, sitting at the north end of Juanita Bay. Juanita Beach Park began nearly 100 years ago as a popular, privately-owned destination beach resort for Seattle-area families. It was purchased as a regional park by King County in 1956. In 2002 the City of Kirkland assumed ownership, and a new [master plan for the park](#) was completed in 2005. A major first phase of implementation was completed in 2011.

The Bathhouse. The existing 3,500 square feet facility was built in approximately 1965 and provides restroom, dressing room, maintenance, storage, lifeguard, and concession spaces. The park master plan calls for the existing facility to be removed and a new bathhouse constructed nearby. A prototype new facility of approximately 2,400 square feet and a conceptual floor plan is described in the park master plan.

Architectural Character/ Site Planning and Massing. The park master plan provides the following guidance on the park's architectural character: *"Buildings are developed with a craftsmen style architectural character that strongly ties to the parks natural landscape, open lawn character and the historic recreational use of the site. The buildings are sited at the edges of the lawn and plaza areas to assist in defining the spaces. The building scale and locations complements and reinforces the landscape character and provide*

*focal points for park visitors. Buildings are tucked into gentle landforms or vegetation edges.”*

Other Project Components. In addition to the new bathhouse building, the program for this project will include relocation/replacement of the park’s existing children’s playground and the design and construction of a group picnic shelter.

## **B. The Delivery Process and Schedule:**

Provided below is a high level view of the current project schedule:

By August 2015	Initiate Schematic Design
By January 2016	Schematic Design Approval (Park Board & City Council)
By August 2016	Permitting Complete
By October 2016	Award of Construction Bid
By May 2017	Complete Construction

## **C. Project Objectives and Major Tasks:**

The City has identified the following significant objectives and tasks which will be incorporated into the Scope of Work for the Project:

- Demolition and removal of existing bathhouse structure;
- Confirm/refine space needs
- Consult with park users and community members in development of schematic alternatives;
- Schematic Design (bathhouse, playground, picnic shelter)
- Secure Schematic Design approval from Park Board and City Council;
- Design Development;
- Construction and Bid Documents;
- Seek and secure all environmental and building permits as required;
- Bidding and Construction Support;
- Cost estimating.

#### **D. Sustainability:**

While open to the creativity of the design team, the City has the following policies <sup>(1)</sup> which guide design, construction, and management of its public facilities:

- Policy E-4.2: Design, build and certify public building projects to LEED, Living Building Challenge or equivalent certification standards.
- Policy E-4.3: Implement energy efficiency projects for City facilities, and measure building performance through Environmental Protection Agency's (EPA) Energy Star or equivalent program.
- Policy E-4.4: Utilize rigorous sustainability standards and green infrastructure in all City projects.
- Policy E-4.5: Utilize life cycle cost analysis for public projects that benefit the built and natural environment.

<sup>(1)</sup> *Kirkland Comprehensive Plan Draft Environmental Element April 2015*

#### **E. Project Budget:**

The overall budget for this project is \$1.2 million, and is funded by the 2012 voter-approved Kirkland Parks Levy. The budget is inclusive of all costs related to planning, design, and construction. Projects of similar scope and scale for the City of Kirkland have typically allocated 10% to 12% of the overall project budget for consulting design and engineering services.

#### **SOQ SUBMISSION REQUIREMENTS:**

All SOQ submissions must be in accordance with the requirements set forth in this RFQ. The SOQ shall not exceed twenty (20) pages double-sided (one page is equal to one side of a sheet). The front cover, the back cover, and a maximum two-page cover letter, may be in addition to the twenty (20)-page limit. As a minimum the following information shall be submitted:

- A. The Name of the Firm, identifying its Principal Shareholders, Partners or Members. It should define the period of time the Offeror has been operating its business offering professional architectural services.
- B. Name, resume, project list, educational background, and five (5) project

references (with phone numbers) of key staff and subconsultants that will be assigned to this project. Identify how many years this staff member has been employed by your firm, other firms. Define any other project responsibilities key staff assigned to this project are currently involved in. Discuss the staff's ability to complete the project objectives and major tasks.

- C. The Offeror must provide proof of insurance and licensure and if selected will be required to obtain a City of Kirkland business license.
- D. A list of other public projects of this size and budget that the firm has provided architectural services for in the past five (5) years. Provide current contact names and phone numbers for each project listed. If the primary contact has retired or is no longer available, provide the name of an individual now responsible for the building.
- E. Answer if the firm has ever:
  - been party to any litigation, or arbitration with any government client.
  - filed for bankruptcy or foreclosure.
  - has been declared "not a going concern".
- F. Any additional information reflecting the Offeror's ability to complete projects within established schedules and budgets. Any additional information to demonstrate the ability of the Offeror to perform the tasks described herein.

After the City reviews the SOQs it will rank firms in a shortlist. Shortlisted firms will be interviewed and ranked from highest to lowest based entirely on the interview and demonstrated qualifications and references.

G. Right to Reject Submittals

The City reserves the right to reject any and all submittals at any time with no penalty or to waive immaterial defects and minor irregularities in any submittal.

H. Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent.

I. Sample Contract/Agreement:

The Owner plans to use the attached City of Kirkland Professional Services Agreement (Attachment A).

The Owner will not consider and/or negotiate changes to the form of the Agreement with the top ranked Consultant firm. Firms with significant concerns about the sample agreement should not submit on this RFQ.

**SHORT LIST/FINAL SELECTION PROCEDURES:**

After the SOQs have been received and reviewed by the Owner's selection committee, the highest ranked firm(s) will be notified and invited to participate in a short list/final selection phase. It is intended that this phase will include the following steps:

A. Notification:

Written notification of top ranked firms.

B. Discussion/Presentation:

A (1 hour) discussion/question and answer period will be scheduled and conducted at Kirkland City Hall. The Consultant will be given 20 minutes for presentation. The remaining time will be reserved by the City for questions.

The Architect/Engineer team should illustrate the design and production strategy for this project and identify what attributes and unique qualifications their firm offers Kirkland. It should emphasize measures and control methods used to assure quality, schedule, and budget conformance.

At a later date, the City selection committee may ask to tour your office and/or a recent project completed by the proposed project team.

C. Final Ranking:

After the tours (if scheduled) and discussions are completed the Selection Committee will rank the firms interviewed. The qualifications and discussion/presentation will be weighted equally and scored as follows:

- Responsiveness to the RFQ 5 points
- Understanding of project scope and requirements 25 points

• Previous experience in similar projects	20 points
• Previous experience in sustainable building design	10 points
• Expertise of key personnel	20 points
• Response from references/past projects	<u>20 points</u>
Total Maximum	100 points

D. Negotiation/Scope Development:

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and their fee (to be broken down by phases).

If, after negotiation and consideration, the Owner is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new SOQs.

End of RFQ





## **PROFESSIONAL SERVICES AGREEMENT**

*Attachment A*

Juanita Beach Park Bathhouse, Job Number 39-15-PK

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows:

### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### **II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause,

consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its

subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, \_\_\_\_\_. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marilynne Beard, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_